




exclusive license and right to distribute and publicly perform in the United States all programming aired on the Protected Channels, by means including satellite, OTT, Internet protocol television (“IPTV”), and Internet. DISH’s exclusive rights as to the Protected Channels are currently in effect.

6. From reviewing the findings of Nagra, including the declaration of Gregory Duval, I am informed and believe that Defendants routinely transmitted the Protected Channels to users of their Easybox IPTV service (the “Service”) within the United States. Nagra observed the Protected Channels being transmitted on Defendants’ Service during time periods in which DISH held the exclusive right to distribute and publicly perform the works that aired on the Protected Channels in the United States.

7. Defendants were not authorized by DISH to transmit the Protected Channels or the works comprising the Protected Channels at any time or in any manner. Therefore, the transmission of the Protected Channels on Defendants’ Service infringed DISH’s exclusive right to distribute and publicly perform the works that aired on the Protected Channels. Defendants’ infringement irreparably harms DISH by causing DISH to lose subscription revenues and market share and by damaging DISH’s business reputation and goodwill. The harm to DISH will continue to accrue unless Defendants’ unauthorized transmission of the Protected Channels is permanently enjoined.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 12, 2019



Bradford Hammer